Supreme Court, U.S.
FILED
07-165 MAY 05 2007
OFFICE OF THE CLERK

No.

IN THE

# Supreme Court Of The United States

**October Term, 2007**

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**AMRIT LAL, Ph.D.**
Petitioner

vs.

**GOSHEN VALLEY ONE (I) &**
**GOSHEN VALLEY TWO (II)**
**CONDOMINIUM ASSOCIATIONS,**
Respondent

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**ON PETITION FOR WRIT OF CERTIORARI**
**TO THE SUPREME COURT OF PENNSYLVANIA**
(in No. 330 MAL 2006)

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## PETITION FOR WRIT OF CERTIORARI

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Attorney for Petitioner

## QUESTIONS PRESENTED

1. Is 68 Pa.C.S.A. # 3315, a provision of the Uniform Condominium Act as enacted in Pennsylvania, awarding counsel fees to a condominium association incurred in collecting management fees from condominium owners unconstitutional because (1) it is framed so that it can be unreasonably and arbitrarily applied, (2) it has been unreasonably and arbitrarily applied in the case at bar, (3) it is unconstitutionally vague and (4) it creates a civil penalty which, as applied, amounts to cruel and unusual punishment in violation of U.S. Constitution?

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## PARTIES

All parties to this action are listed in the caption of the case.

## PETITION FOR A WRIT OF CERTIORARI

Petitioner, Amrit Lal, respectfully prays that a writ of certiorari issue to review the Orders of the Supreme Court of Pennsylvania in No. 330 MAL 2006 wherein the Respondent is Goshen Valley One (I) Condominium Association denying leave to appeal from the Order of the Commonwealth Court of Pennsylvania affirming the Judgment of the Court of Common Pleas of Chester County, Pennsylvania awarding damages, counsel fees and costs to the Respondent.

## OPINIONS BELOW

The Orders and Opinions of the Supreme Court of Pennsylvania in No. 330 MAL 2006, the Commonwealth Court of Pennsylvania and the Court of Common Pleas of Chester County, Pennsylvania are not reported, and appear as Appendices to this Petition.

## JURISDICTION

The Order of the Supreme Court of Pennsylvania denying leave to appeal in No. 330 MAL 2006 was filed on November 1, 2006. A timely Application for Reargument was filed on or about November 14, 2006. The Order of the Supreme Court of Pennsylvania denying the Application for Reargument was filed on February 7, 2007. This Court's jurisdiction is invoked under Title 28 U.S.C. # 1257(a).

## CONSTITUTIONAL & STATUTORY PROVISIONS INVOLVED

Amendments V, VIII and XIV to the United States Constitution are set forth in Appendix D. Also included in Appendix D is 68 PA.C.S.A. # 3315.

## STATEMENT OF THE CASE

This matter is a companion case with the Petition for a Writ of Certiorari to review the Orders of the Pennsylvania Supreme Court in No. 331 MAL 2006 wherein the Respondent is Goshen Valley Two (II) Condominium Association which were entered on the same date and involve for the most part the same issues of law. The underlying facts of these two cases are simple. They concern collection of a small amount of assessments pertaining to two condominiums owned by the Petitioner. The reason it is before this Honorable Court is because the attorney fees awarded were way out of proportion to the amounts of the assessments charged by the associations.

Both condominiums were situated in Goshen Valley Condominiums, Chester County, PA. The condominium involved in this Petition was Unit No. 907 Goshen Valley (I). On April 19, 2002 petitioner made the successful bid for Unit 907 in Goshen Valley (I). A sheriff's deed was issued dated June 19, 2002, but the former owner remained in possession of the property unit the first week of July, 2002 through no fault of the purchaser. The former owner was not evicted until the first week of July, 2002. The Respondent association took no steps in making demand for fees from the former owners or from the sheriff's schedule of distribution. The petitioner was billed from the date of sheriff sale although he did not have possession of the unit until several months thereafter.

Suit was brought by the condominium associations to recover the relatively minor charges and both condominium matters were consolidated for trial. At the trial, Respondent's bookkeeper admitted that the greater part of this claim of $13,013.73 (reduced to $12,913.73) was legal fees. The Petitioner's requests for separate trials was denied. The case was tried to a jury, but no testimony was presented with respect to the attorneys fees except just to show what they were. The jury became confused and informed the judge that they could not

decide on legal fees. The trial court then gave written instructions to the jury as to how and what the jury should decide. This error was referred to in post-trial motions. Shortly after the judge had given written instructions the jury returned verdicts for the Respondents in both cases including attorney fees.

Post-trial motions and a motion for reconsideration were denied. The Commonwealth Court affirmed and an application for reargument was denied on April 3, 2006. A Petition for Allowance of Appeal was filed in the Supreme Court of Pennsylvania. The Petition was denied and an Application for Reargument was filed which was also denied. This Petition for a Writ of Certiorari is filed because of the vague and jumbled language of the statute which gives a blank check for the imposition of attorneys fees on the unit owners without due process of law. Furthermore, in this case the extraordinary amount and size of the counsel fees claimed in relation to the underlying claims for condominium charges is so grossly out of proportion that the counsel fee award is a violation of the United States Constitution.

## REASONS FOR GRANTING THE WRIT

The following reasons are advanced for the granting of a writ of certiorari in this matter in accordance with the guidelines set forth in Rule 10 of the Rules of the Supreme Court of the United States.

THE AWARD OF COUNSEL FEES BY THE TRIAL COURT IN THIS CIVIL ACTION IN AN AMOUNT OF MANY MULTIPLES OF THE SMALL AMOUNT OF THE CLAIM, ITSELF, WAS A CONSTITUTIONAL VIOLATION BECAUSE:

(1) IT WAS AN UNREASONABLE, ARBITRARY AND

OPPRESSIVE CONSTRUCTION OF THE STATUTE AUTHORIZING COUNSEL FEES,

(2) PROOF OF REASONABLENESS OF COUNSEL FEES AS REQUIRED BY THE STATUTE WAS NOT INTRODUCED,

(3) THE COURT DID NOT PROPERLY INSTRUCT THE JURY ON THE NECESSITY FOR PROOF OF REASONABLENESS AND

(4) THE STATUTE WAS TOO VAGUE AND IMPRECISE.

The principal issue in this matter is whether it is proper for a court, acting under a statute allowing "reasonable counsel fees" incurred in collecting amounts due a condominium association from a condominium owner, to award counsel fees in an amount approximately 15 times the amount of the claim for which litigation was instituted. The governing statute, 68 Pa.C.S.A. # 3315, in relation to attorney fees is neither separate nor precise in that it allows only "reasonable" counsel fees to a condominium association incurred in collecting charges owed by an individual owner. That statute provides, in applicable part:

> "(a) GENERAL RULE.-- ....Unless the declaration otherwise provides, fees, charges, late charges, fines and interest charged pursuant to section 3302(a)(10), (11) and (12) (relating to powers of unit owners' association) and reasonable costs and expenses of the association, <u>including legal fees, incurred in connection with collection of any sums due the association by the unit owner</u> or enforcement of the provisions of the declaration, bylaws, rules or regulations against the unit owner are enforceable as assessments under this section...."

In the usual case, counsel fees are some fraction of the principal sum at issue. However, in the case at bar the charges of the Associations were astoundingly less than the counsel fees awarded. The record indicates that judgment was entered for the plaintiff in Goshen Valley (I) for $9,940.12 and in Goshen Valley (II) for $12,913.73. Respondents admit that by far the greater part of each of these judgments was for counsel fees.

Respondents claim counsel fees by virtue of 68 Pa.C.S.A.3315 which provides that a unit owner in a condominium is responsible for "reasonable legal fees" incurred by a condominium association in attempting to collect assessments owed by the unit owner. It is not too late under Pennsylvania procedure to show the constitutional defectiveness of the statute and the way it was applied in this case. Glen-Gery Corporation v. ZHB of Dover Township, York Co., PA, et al., 589 Pa. 135, 907 A.2d 1033 (2006).

As plaintiff the Respondents bore the burden of proving by the preponderance of the evidence that the claimed counsel fees were reasonable. The trial transcript shows no effort to prove the reasonableness of the counsel fees. There were simply no facts in the record upon which a finding of reasonableness could be based. Moreover, the judge's charge contained no explanation to the jury of need for proof of the reasonableness of the fees nor any exposition of the applicable standard of reasonableness. In Pierce v. Underwood, 487 U.S. 552, 108 S.Ct. 2541 (1988), an analogous case, this Court held that an award for attorney fees under the Equal Access to Justice Act, 28 U.S.C. 2412, was subject to an abuse of discretion standard on review. The EAJA allowed attorney fees based on the prevailing rates for the kind and quality of services furnished, but not in excess of $75 per hour unless inflation or particular special circumstances could be shown which justified a higher rate.

The counsel fees are grossly out of proportion to the amount sought to be collected. In Borough of Bedford Woods v. Platts, 799 A.2d 984 (Pa. Cmwlth. 2002) the court implied that where an attorney is only recovering of a specific monetary sum, the amount of the sum should be considered in determining the reasonableness of the fees claimed.

The Respondents produced no time records nor was there testimony as to how his hourly rate or other method of determining the fee. There was no expert testimony on the issue of whether his rate was reasonable and in accord with local practice. There was no proof that the time charged by the attorney was appropriate. There was no proof that the services rendered were necessary and competently rendered.

Not only did the Respondents' lawyer fail to produce an expert to justify his fees, the Respondent did not even present a fact witness on the reasonableness of his fees and the necessity for the work. The Respondent should have been subject to the usual cross-examination appropriate in a civil jury trial. Nothing is said in the record about any efforts to settle the underlying quite small amounts at issue. Perhaps the litigation could have been headed off by a good faith effort to settle. The failure of the Associations' attorney to work out a reasonable settlement on such small matters calls into question the necessity of his legal services and the reasonableness of his charges.

In LaSalle Nat'l Bank v. First Conn. Holding Group, 287 F.3d 279 (3d. Cir. 2002), it was said that in reviewing for abuse of discretion of the imposition of sanctions upon an attorney under 28 U.S.C. 1927, abuse of discretion occurs when the court bases its opinion on a clearly erroneous finding of fact, an erroneous legal conclusion, or an improper application of law to fact. The analogy is clear to this case wherein sanctions in the

form of excess attorney fees were imposed upon the Petitioner. An abuse of discretion appears to have occurred in the case presently before the Court because the amount of counsel fee compared to the amount of the principal claim is facially unfair. Furthermore, it resulted from an erroneous conclusion about the meaning of the term "reasonable" and an improper application of the statute authorizing award of counsel fees to the facts before the court.

The allowance of counsel fees to the winning party in civil legal action in Pennsylvania is in derogation of the common law. Statutes in derogation of the common law should be strictly construed. Kelly v. Milner Hotels, 176 Pa. Super. 316, 106 A.2d 636 (1954). The important term in the statute is "reasonable". The statute should have been construed to require concrete proof of the reasonableness of the counsel fees. Beckett v. Laux, 395 PA. Super. 563, 577 A.2d 134 (1990).

In Roadway Express v. Piper, 447 U.S. 752, 100 S.Ct. 2455 (1980), the Court said (at p. 766 of 447 U.S.), "Like other sanctions, attorney's fees certainly should not be assessed lightly or without fair notice and an opportunity for a hearing on the record." The trial court did not afford a hearing on the reasonableness of counsel fees on the record as required by Roadway Express v. Piper. The record is devoid of any indication that a standard of reasonableness was introduced to the jury or considered by them. In determining reasonableness the trial court should have considered the amount and character of the work, the difficulty of the problems, the amount or value in question, the degree of responsibility and the professional skill and standing of the attorney. In re Estate of Burch, 402 Pa. Super. 314, 586 A.2d 986 (1991). It would be harmful to jurisprudence involving award of counsel fees if the decision were allowed to become precedent.

In McCauslin v. Reliance Finance Co., 751 A.2d 683 (Pa. Super. 2000) the court held that an award of counsel fees more than twice the actual damages raised a question regarding the reasonableness of the fee award. In Logan v. Marks, 704 A.2d 671 (Pa. Super. 1997) the court pointed out that the degree of success of the attorney is the critical consideration in determining whether counsel fees were reasonable. The success of the attorney in relation to the fees charged in the case at bar was meager. The criteria for determining reasonableness of counsel fees were established by the Pennsylvania Supreme Court in LaRocca's Trust Estate, 431 Pa. 542, 246 A.2d 337 (1968), yet they were not mentioned to the jury in the judge's charge. This resulted in a deprivation of the Petitioner's property without Due Process of Law.

In Wrenfield Homeowners' Association, Inc. v. De Young, 410 Pa. Super. 621, 600 A.2d 960 (1991), the court required proof of the reasonableness of the total time expended. The court's opinion indicates the type of evidence that should have been presented on the issue of reasonableness of counsel fees.

As in McCauslin v. Reliance Finance Co., supra the defendant in the case at bar was not afforded a fair opportunity to address the attorney fee issue and as in McCauslin more than twice the amount of actual damages was awarded. The McCauslin court held that this fee certainly raised a question as to the reasonableness of the award of counsel fees. In McCauslin the court said (at p. 686 of 751 A.2d): "...the term 'reasonable' does impart a sense of proportionality between an award of damages and an award of attorney's fees...." The court also wanted to avoid creating an environment which would encourage attorneys to spend extensive time on relatively small cases in order to receive large attorney fee awards. Such an environment

may develop if this decision is allowed to stand. This would provide an open license to attorneys to charge anything they want.

A statute which authorizes a court to award counsel fees in a simple collection case which are a multiple of the sum sought to be collected should be considered per se unconstitutional. Such a statute impedes the litigant from taking full advantage of the legal process affording him civil defenses and is therefore in violation of U.S. Const., Amend. XIV. The protection afforded by the Bill of Rights of U.S. Const. must be given by the states in both the substantive and procedural mode. Klopper v. North Carolina, 386 U.S. 213, 87 S.Ct. 988 (1967); Gideon v. Wainwright, 372 U.S. 535, 83 S.Ct. 792 (1963). The Fourteenth Amendment, itself, also requires directly the provision of substantive and procedural due process by the states. Hagar v. Reclamation Dist. No. 108, 111 U.S. 701, 4 S.Ct. 663 (1884), wherein the Court said that due process means that there can be no proceeding resulting in the deprivation of property without the observance of the general rules established in our system of jurisprudence for the security of private rights.

In the case at bar the normal rules governing burden of proof were not followed because no evidence of the reasonableness of the fees charged was presented as required by state law as expressed in Centennial Station Condo. Ass'n v. Schaefer Co. Builders, 800 A.2d 379 (Pa. Cmwlth. 2002) wherein the court held that the trial court had to receive evidence to establish the amount of attorney's fees. The Respondent did not give the Petitioner the opportunity required by the Due Process Clause, U.S. Const., Amend. V to explain his objections to the charges. The Petitioner's right to use his financial resources to defend himself against claims he believed to be unfounded should not have been discouraged by the threat of exorbitant legal fees chargeable against him by his opponents.

The Excessive Fines Clause of U.S. Const., Amend. VIII applies to the states. Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424, 121 S.Ct. 1678 (2001). Where a statute is so punitive in purpose or effect that it cannot reasonably be considered civil, it should be deemed a criminal statute for purposes of constitutional protections. U.S. v. Ward, 448 U.S. 242, 100 S.Ct. 2636 (1980). The application of 68 Pa.C.S.A. 3315 in the case at bar with respect to counsel fees was so severe that it should be treated as a criminal statute for purposes of Constitutional protections. International Union, UMW of America v. Bagwell, 512 U.S. 821, 114 S.Ct. 2552 (1994).

PA. Const., Article I, sec. 26 forbidding the denial to any person the enjoyment of any civil right or the discrimination against any person in the exercise of any civil right was also ignored by the trial court and the state reviewing courts. The failure to impose a standard of reasonableness upon the award of counsel fees infected the proceeding with discrimination against the Petitioner in violation of both the U.S. and the Pennsylvania Constitutions.

It is recognized in Federal jurisprudence that undue vagueness in a statute may render it unconstitutional. Ashcroft v. ACLU, 535 U.S. 564, 585, 122 S.Ct. 1700 (2002). In Giaccio v. Pennsylvania, 382 U.S. 399, 86 S.Ct. 518 (1966), the U.S. Supreme Court held that a law fails to meet the requirements of due process when it is so vague and lacking in standards that the public is left uncertain as to the statute's requirements and judges and juries are free to decide cases without any legally fixed standards. That is exactly what happened in the case at bar. The lower court felt authorized to award outrageously high counsel fees because there were no standards but the vague term "reasonable" in 68 Pa.C.S.A. 3315. The

vagueness and jumbled nature of the language can be seen readily in the following quote from the statute.

> "(a) GENERAL RULE.-- ....Unless the declaration otherwise provides, fees, charges, late charges, fines and interest charged pursuant to section 3302(a)(10), (11) and (12) (relating to powers of unit owners' association) and reasonable costs and expenses of the association, including legal fees, incurred in connection with collection of any sums due the association by the unit owner or enforcement of the provisions of the declaration, bylaws, rules or regulations against the unit owner are enforceable as assessments under this section...."

At the trial a more concrete standard was suggested by the Petitioner, but his request was not honored. Specific guidelines such as set forth in Sewak v. Lockhart, 699 A.2d 755, 763 (Pa. Super. 1997) could have been given to the jury.

## CONCLUSION

The above reasons make it clear that a precise standard relating to attorney's fees is absent from the statute and that the statute should be declared unconstitutional as written and as applied in this case. Therefore, Petitioner respectfully requests that this Court grant a Writ of Certiorari directed to the Supreme Court of Pennsylvania.

Respectfully submitted,

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**APPENDIX A**

**IN THE SUPREME COURT OF PENNSYLVANIA**
**MIDDLE DISTRICT**

| | | |
|---|---|---|
| GOSHEN VALLEY ONE (1) & GOSHEN VALLEY TWO (II) CONDOMINIUM ASSOCIATION, | : | No. 330 MAL 2006 |
| | : | Application for Reargument |
| Respondent | : | |
| v. | : | |
| AMRIT LAL AND RST PARTNERS | : | |
| PETITION OF: AMRIT LAL | : | |

**ORDER**

**PER CURIAM:**

**AND NOW,** this 7th day of February, 2007, Petitioner's Application for Reargument is **DENIED.**

**TRUE & CORRECT COPY**

**NORINA K. BLYNN**
CHIEF CLERK
ATTEST: FEB - 7 - 2007

**IN THE SUPREME COURT OF PENNSYLVANIA**
**MIDDLE DISTRICT**

| | | |
|---|---|---|
| GOSHEN VALLEY ONE (1) & GOSHEN VALLEY TWO (II) CONDOMINIUM ASSOCIATION, | : | No. 330 MAL 2006 |
| v. | : | Petition for Allowance of Appeal from the Order of the Commonwealth Court |
| AMRIT LAL AND RST PARTNERS | : | |
| PETITION OF: AMRIT LAL | : | |

**ORDER**

**PER CURIAM:**

**AND NOW,** this 1st day of November, 2006, the Petition for Allowance of Appeal is **DENIED.**

**TRUE & CORRECT COPY**

**NORINA K. BLYNN**
CHIEF CLERK
ATTEST: NOV - 1 - 2006

**APPENDIX B**

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

| | | |
|---|---|---|
| GOSHEN VALLEY ONE (1) & | : | No.: 1429 CD 2005 |
| GOSHEN VALLEY TWO (II) | : | |
| CONDOMINIUM ASSOCIATION | : | |
| v. | : | |
| AMRIT LAL | : | |
| APPELLANT | : | |
| | : | |
| GOSHEN VALLEY ONE (1) & | : | No.: 1574 CD 2005 |
| GOSHEN VALLEY TWO (II) | : | |
| CONDOMINIUM ASSOCIATION | : | |
| v. | : | |
| AMRIT LAL AND RST PARTNERS | : | |
| | : | |
| APPEAL OF: AMRIT LAL | : | |

**ORDER**

**NOW,** April 3, 2006, having considered appellant's application for reconsideration before the Court en banc, the application is **DENIED.**

**BY THE COURT:**

_____

**JAMES GARDNER COLINS**
PRESIDENT JUDGE
Certified from the Record

## IN THE COMMONWEALTH COURT OF PENNSYLVANIA

| | | |
|---|---|---|
| GOSHEN VALLEY ONE (1) & | : | |
| GOSHEN VALLEY TWO (II) | : | |
| CONDOMINIUM ASSOCIATION | : | |
| v. | : | |
| AMRIT LAL | : | No.: 1429 CD 2005 |
| APPELLANT | : | |
| | : | |
| GOSHEN VALLEY ONE (1) & | : | |
| GOSHEN VALLEY TWO (II) | : | |
| CONDOMINIUM ASSOCIATION | : | |
| v. | : | |
| AMRIT LAL AND RST PARTNERS | : | |
| | : | No.: 1574 CD 2005 |
| APPEAL OF: AMRIT LAL | : | Submitted: December 23, 2005 |

**BEFORE: HONORABLE BERNARD L. McGINLEY, Judge**
**HONORABLE BONNIE BRIGANCE LEADBETTER, Judge**
**HONORABLE JAMES R. KELLEY, Senior Judge**

**OPINION NOT REPORTED:**

MEMORANDUM OPINION
BY JUDGE McGINLEY FILED: FEBRUARY 6, 2006

Amrit Lal (Lal) appeals *pro se* from judgments entered by the Court of Common Pleas of Chester County (trial court) after denial of Lal's post-trial motion attacking jury verdicts in favor of Goshen Valley One Condominium Association (Goshen Valley I) in the amount of $12,913.73 and in favor of Goshen Valley Two Condominium Association (Goshen Valley II) in the amount of $9,940.12.

## I. Background and Procedural History of Goshen Valley I.

Lal and RST Partners[1] purchased a condominium unit known as 907 Valley Drive at a sheriff's sale on April 19, 2002. All owners and members of Goshen Valley (I) must adhere to the condominium documents, rules and regulations approved by Goshen Valley (I). By letter dated July 11, 2002, Goshen Valley I through its attorney Glenn M. Ross (Attorney Ross) informed Lal that he owned Goshen Valley (I) $956.53, which amount represented the unpaid balance of condominium fees and late fees due for the period of April 19, 2002, through June 2002, of $423.65, plus February 2002 Condominium fees of $157.88, a late fee of $25.00 for February 2002, and a legal fee of $350.00. Lal was informed that if he brought his account current before the deadline stated in the letter the legal fees would be reduced to $100. Letter from Glenn M. Ross, July 11, 2002, at 2. By letter dated July 24, 2002, Attorney Ross informed Lal that he confirmed with the sheriff that the date of sheriff's sale was April 19, 2002, and that he was responsible for condominium fees from that date forward. Attorney Ross acknowledged that he made an error in the July 11, 2002, letter and that instead of owing money for February 2002, it should have stated July 2002. Letter from Glenn M. Ross, July 24, 2002, at 1.

After Lal declined to pay the alleged delinquency, Goshen Valley I instituted a complaint with a district justice on October 4, 2002. On January 22, 2003, the district justice entered judgement in favor of Goshen Valley I in the amount of $1,929.36. Lal appealed to the trial court. On March 11, 2003, Goshen Valley I filed a complaint with the trial court and alleged that Lal owed $2,773.60.

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[1] RST Partners is not a party to this case. Any references to the ownership of the unit in Goshen Valley I are to Lal.

On March 31, 2003, Lal preliminarily objected. On September 9, 2003, the trial court overruled Lal's preliminary objections. On October 24, 2003, a panel of arbitrators designated by the trial court entered an award, after hearing, in favor of Goshen Valley I in the amount of $5,197.72.

Lal then moved to amend or vacate the order of September 9, 2003, on the ground that the order actually pertained to Goshen Valley II, not the litigation involving Goshen Valley I. On November 6, 2003, the trial court denied the motion. On November 19, 2003, Lal moved to clarify the order of November 6, 2003, and to strike the judgment which he alleged was entered before the pleadings closed. On November 24, 2003, Lal moved to strike the arbitration award and reduce it to zero. On November 24, 2003, the trial court granted the motion to strike the award and vacated the award of the arbitrators. On November 29, 2003, the trial court vacated its November 6, 2003, order that denied the motion to vacate the arbitrators' order, granted the motion to vacate, vacated the order of September 9, 2003, granted Lal's request for a ruling on preliminary objections, and scheduled oral argument on the preliminary objections for December 8, 2003. The trial court determined that Lal had not been permitted to present his oral argument with respect to his preliminary objections. On December 8, 2003, the trial court overruled the preliminary objections and also denied Goshen Valley I's motion for reconsideration of the trial court's order vacating the arbitration award. Lal answered and raised a counterclaim in which he alleged that Goshen Valley I failed to require the previous owner of the unit to keep it clean and requested $2,700.00 in damages. Goshen Valley I denied that it had any responsibility for the condition of the condominium at the time Lal purchased. On January 20, 2004, a panel of arbitrators entered an award in favor of Goshen Valley I in the amount of $9,263.63. Lal appealed to the trial court on February 19, 2004. By letter dated July 9, 2004, Lal requested that the case be continued until November or December 2004, because he was recovering from bypass surgery. The trial court scheduled the trial for December 2, 2004.

## II. Background and Procedural History of Goshen Valley II.

Lal owned a condominium unit at 1813 Valley Drive, West Chester and was member of Goshen Valley II. As a member, Lal was subject to the condominium documents, rules and regulations of the Association. By letter dated December 12, 2002 Goshen Valley II, through Attorney Ross, informed Lal that he owed Goshen Valley II $1,123.84, which consisted of $773.84 in unpaid condominium fees, late fees, and fines through November 2002 and a legal fee of $350.00. Goshen Valley II instituted an action with a district justice for the amount then due and owing. After hearing before the district justice on March 27, 2003, the district justice entered judgment in favor of Goshen Valley II in the amount of $1,208.24. Lal appealed to the trial court. On May 15, 2003, Goshen Valley II filed its complaint with the trial court. Lal perliminarily objected. On July 19, 2003, Lal's motion for injunctive relief was denied. On September 5, 2003, the trial court heard oral arguments on the preliminary objections. On September 22, 2003, Lal filed an answer to Goshen Valley II's complaint, new matter, and counterclaim. In the counterclaim, Lal alleged that Goshen Valley II's refusal to allow his tenant's children to use the swimming pool was recially motivated and that Goshen Valley II's action was an abuse of process. On October 14, 2003, the trial court deemed the preliminary objections moot because Lal filed

## III. The Trial.

The trial court consolidated the two cases, in the interest of judicial economy for tiral by one jury. Shortly before trial, Lal's request for a continuance was denied. The trial court informed the jury that there were two cases which were required two different verdicts. Notes of Testimony, December 2, 2004, (N.T.) at 6; Reproduced Record (R.R.) at R.6. Veronica Temple (Temple), an employee of Robert H. Wise Management, the management company for Goshen Valley I and Goshen Valley II, stated there was a problem with Lal's tenants in Goshen Valley II. The children who lived in the unit vandalized the hallway and caused other residents to complain. Goshen Valley II had its attorney contact Lal who agreed to remove the tenants. Lal was billed for the legal expenses

Goshen Valley II incurred. Also, Lal did not get his chimney inspected in a timely manner as required by the rules and regulations of Goshen Valley II and was fined. N.T. at 22-24; R.R. at R.22-R.24. Temple further testified that Goshen Valley II's rules and regulations permitted Goshen Valley II to assess reasonable attorney fees in connection with the collection of any assessment. N.T. at 25-26; at R.25-R.26. Templeton identified a summary of Lal's payments and charges and indicated that Goshen Valley II sought $9,940.12 N.T. at 40; R.R. at R.40.

With respect to Goshen Valley I, Templeton identified the "demand for payment" letters from Attorney Ross sent on July 11, and July 24, 2002. Templeton identified a summary of Lal's payments and charges for Goshen Valley I and that Goshen Valley I sought $12,913.73 from Lal. The majority of the amount was for legal fees. Templeton verified that Goshen Valley I's rules and regulations authorized Goshen Valley I to assess reasonable attorney fees compiled as a result of delinquencies. N.T. at 42, 51, 54; R.R. at R.42, R.51, R.54. Lal objected to the submission to the two summaries for Goshen Valley I and II on the basis that the documents were confusing and were biased against him. The objection was overruled. N.T. at 85; R.R. at R.85.

Lal testified that he purchased the unit in Goshen Valley I at a sheriff's sale on April 19, 2002, and the deed was recorded on June 19, 2002. He did not obtain the deed until july 2002. Lal did not make any payments until he received a coupon book on August 18, 2002. N.T. at 92-94; R.R. at R.92-R.94. With respect to Goshen Valley II, Lal testified that he persuaded his tenant to leave the premises. He agreed a new tenant had to be acceptable to Goshen Valley II He informed Temple that the chimney was inspected by letter dated November 6, 2002. N.T. at 106-107; R.R. at R.106-R.107.

When the trial court inquired if Lal had any points for charge, Lal replied, "to the extent I understood the law, I have obeyed it." N T. at 114; R.R. at R.114. The trial court refused this request. After deliberating, the jury returned a verdict in the amount of $9,940.12 for Goshen Valley I and $12,913.73 for Goshen Valley II.

## IV. Motion for Post-trial Relief.

On December 13, 2004, Lal moved[2] for post-trial relief.[3] On December 15, 2004, Goshen Valley I and Goshen Valley II each praeciped the prothonotary to enter judgment. After judgment was entered, Lal filed a

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2 In the motion Lal alleged that the trial court erred when it consolidated Goshen Valley I and Goshen Valley II and denied him a continuance, when it admitted the statement summaries for Goshen Valley I and II over Lal's objection, when it allowed the amount of attorney fees to be determined by the jury based on pure speculation, without any foundation from an expert, when it failed to instruct the jury that an award for attorney fees that was twice the award for actual damages raised a question whether the fee was reasonable, and when it failed to provide any instruction on how to determine what was reasonable. Lal also asserted that the trial court erred when it allowed the issue of attorney fees to be decided without any apportionment of the fees between the two cases and without any foundation that those fees were either paid or were due and owing to counsel, when it allowed the issue and amount of attorney fees to be decided by the jury based on the unsworn statements of counsel in support of the request for attorney fees with DO testimony by any sworn witness, when it allowed the jury to rely or- Section 3315 of the Uniform Condominium Act (Act), 68 Pa.C.S. §3315, to determine an award and amount of attorney fees without providing the jury with any standard or methodology for the determinations of those fees and without a sworn declaration offered to the jury during the deliberations and prior to the verdict, and when the trial court instructed the jury without permitting Lal to review the charge and foreclosed any objection during the charge. Lal further asserted the trial court erred when it directed hun not to object during Attorney Ross's rebuttal to the jury and when it refused to instruct the jury to disregard Attorney Ross's prejudicial statement that "you have to understand that when a person purchases a property at sheriffs [sic] sale, you're usually getting a great buy. They're getting it much less expensively than if you bought it from a normal sale," N.T. at 117-118; R.R at R.117-R.118., which confused the jury. Lal further argued mat the trial court erred when it refused to charge using the language of the Act regarding "use and occupancy" as the "governing time and date when the liability of the new unit owner begins and instead instructed the jury to accept as fact that Defendant [Lal] was toe owner as of April 2002." Defendant's Motion for Post-Trial Relief, Paragraph 12 at 3; R.R. at R.R.21-R.R.23. in addition, Lal challenged the trial court's refusal to submit into evidence portions of the Act. Lal also stated that Goshen Valley I and II did not present sufficient evidence upon which the jury could arrive at the amount of damages to be awarded, and he was denied access to the points for charge prior to the charge. Finally, Lal asserted that his motions to compel discovery and his motion for sanctions were never resolved through a hearing or court order.

3 On the motion, he listed the docket numbers for both Goshen Valley I and Goshen Valley II. It appears that the prothonotary filed the motions under one docket number.

supplementary motion for post-trial relief and asserted that Goshen Valley I and Goshen Valley II violated Pa. R.C.P. No. 227.4 when they praeciped for the entry of judgment despite his timely post-trial motion, and when they prevailed upon TA Title Company to release Lal's funds to them.[4]

On March 7, 2005, in Goshen Valley I, the trial court denied the post-trial motion, granted the supplementary motion for post-trial relief, and struck the judgment entered on December 15, 2004, without prejudice to the right of Goshen Valley I to proceed to judgment. On March 7, 2005, the trial court in Goshen Valley II denied the motion for post-trial relief.[5]

In each case Lal moved for reconsideration of the March 7, 2005, orders and requested a new trial. On April 6, 2005, Lal appealed both cases to the Superior Court of Pennsylvania. On April 9, 2005, the trial court denied the motions for reconsideration in both cases because they were mooted by the appeal. The cases were subsequently transferred to this Court and consolidated.

## V. Araument.

Lal argues[6] that the trial court abused its discretion when it denied him the right to legal representation, that the trial court abused its discretion and committed an error of law when it consolidated the two cases, when it prematurely

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4 It is unclear from the record exactly what these funds represent.

5 Lal concedes that the judgment was also struck in Goshen Valley II.

6 In reviewing an appeal from the denial3 of post-trial motions, this Court's review is limited to a determination of whether the trial court abused its discretion or committed an error of law. Milan v. Department of Transportation, 620 -2d 721 (Pa. Cmwlth.), *petition for allowance of appeal denied,* 535 Pa 650, 633 A.2d 154 (1993).

entered judgments, and when it submitted written instructions to the jury after the jury asked the trial court how to determine attorney fees.[7]

## V. A. Trial Procedures

Initially, Lal contends that the trial court abused its discretion with it refused to grant a continuance for Lal to obtain representation.

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7 In his Statement of Questions Involved, Lal raises three issues that he failed to address in his post-trial motions: "Should violations by Appellee (Goshen Valley I and II) of its own Rules and Documents by not giving proper notice and opportunity for a hearing cause reversal of lower court judgments," "Did the court abuse its discretion not to dismiss Goshen Valley cases when they did not act according to their own Rules, Regulations and condominium documents in failing to give proper notice of assessments and providing an opportunity for a hearing to resolve issues, " and "Is the language of 68 P.S. 1sic] 3315 too vague and convoluted in mixing attorney fees with condominium fees and assessments without a clear requirement of competent evidence on that account. And did the court err in failing to declare that section prima facie ultra vires." Because he failed to raise these issues in his post-trial motions, they are waived. See Browne v. Department of Transportation, 843 A2d 429 (Pa. Cmwlth.), petition for allowance of appeal denied, 581 Pa. 681, 863 A.2d 1149 (2004). Additionally, Lal lists two issues in his Statement of Questions Involved which he did not address in the argument section of his brief: "When the appellant is unable to obtain possession of a unit because the former owner has not been evicted by the appellee Goshen Valley, is the appellant liable for assessment of fees 1) upon obtaining possession, 2 upon the recording of the deed or from the date of bidding at Sheriff Sale, and Did the court err in failing to mold the verdict and promptly strike premature judgments entered by the appellees without waiting for three months." Because he failed to address these issues in the argument section of his brief they are waived. Di Vito v. City of Philadelphia, 601 A.2d 397 (Pa. Cmwlth. 1991), petition for allowance of appeal denied sub nom., 533 Pa. 613, 618 A.2d 403 (1992). Further, Lal raises two issues in the argument section of his brief which he did not list in the Statement of Questions Involved: the need to reverse the judgment of the trial court because Goshen Valley I and II waived their right to attorney fees because they failed to utilize administrative remedies and provide Lal with a hearing and that Goshen Valley I and II illegally obtained judgments and then illegally executed on trust funds held by a tit]e insurance company. Because Lal failed to list these issues in his Statement of Questions Involved, they are waived. Coraluzzi v. Commonwealth, 524 A.2d 540 (Pa. Cmwlth. 1987).

The trial court[8] determined in Goshen Valley II that:

> Defendant [Lal] urges as error our refusal to grant another continuance of trial in order to permit him to retain counsel. Defendant [Lal] had more than sufficient time to retain counsel had he chosen to do so. Defendant [Lal] waited until the very eve of trial and his request for a further continuance was merely a ploy to avoid trial. 'The grant or denial of a motion for a continuance is within the sound discretion of the trial court and will be reversed only upon a showing of an abuse of discretion. Commonwealth v. McAleer, 561 Pa. 129, 135, 748 A.2d 670, 673 (2000).

Trial Court Opinion, Goshen Valley II, May 2, 2005 (Goshen Valley II Opinion) at 3. The trial court's comment is factually supported by the record, and this Court finds no abuse of discretion.

Next, Lal contends that the trial court erred when it consolidated the two cases and the result would have been quite different if the trials were not held before a jury because the jury was confused.

In the Goshen Valley II, the trial court explained its decision:

> This case was tried together with an action between similar (but not identical) parties...At no time were the two (2) cases ever consolidated for all purposes. Indeed, the cases were not consolidated for any purposes except joint trial. The jury was clearly instructed that it was hearing two (2) separate cases. The cases involve common questions of law and fact and are, therefore, properly tried together pursuant to Pa. R.C.P No.

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8 Although the trial court wrote separate opinions for Goshen Valley I and Goshen Valley II, Lal does not differentiate between them.

> 213(a).[9] The decision to try these cases together rests within the discretion of the trial court. Feldman v. Lafayette Green Condominium Association, 806 A.2d 497, 502 (Pa Cmwlth. 2002). The two cases here in question clearly fit within the confines of Pa.R.C.P. No. 213(a) and defendant [Lal] had demonstrated no prejudice from the trial of these two actions together.

Goshen Valley II Opinion at 3. This Court finds no legal error by the trial court. Further, Lal fails to explain why the jury was confused or how he was prejudiced.

## V. B. Argument Regarding Jury Instructions

Lal also contends that the trial court committed error when it provided written instructions to the jury to assist in the deliberative process. Lal alleges that the jury was confused over how to determine entitlement to attorney fees and turned to the trial court for guidance. According to Lal, the trial court provided the jury with written instructions. The record contains neither the jury's question nor the trial court's written instructions.

> With respect to the issue, the trial court stated:
> Defendants [Lal] argue that we erred by responding in writing to the jury's written questions. The record does not reflect the actions of which defendants [Lal] complain and, in any event, this alleged error was not raised by post-trial motion and is, therefore, waived. Defendants [Lal] have not identified what question was

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9 Pa.R.C.P. No. 213(a) provides:
In actions pending in a county which involve a common question of law or fact or which arise from the same transaction or occurrence, the court on its own motion or on the motion of any party may order a joint hearing or trial of any matter in issue in the actions, may order the actions consolidated, and may make orders that avoid unnecessary cost or delay.

> Asked, what answers was given, whether defendants [Lal] objected to the alleged written answer at the time of trial and how, if at all, such alleged error was prejudicial.

Goshen Valley I, Opinion May 2, 2005, at 2-3. Assuming arguendo that Lal preserved the issue in his post-trial motion, the trial court accurately noted that the record did not contain any reference to written jury instructions, that Lal did not specifically identify the question, did not identify the answer, did not cite where he objected, and did not explain how he was harmed by the instruction. There was no error by the trial court. [10]

Accordingly, we affirm.

BERNARD L. McGINLEY, Judge

10 Lal also contends that the hasty entry of judgment requires censure and reversal. Lal references that Goshen Valley I and II praeciped for judgment, though his post-trial motions were outstanding; in violation of Pa.R.C.P. No. 227.4. Lal concedes that the trial court struck these judgments. Lal does not point to any rule, statue or case law which requires this Court to reverse.

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

| | | |
|---|---|---|
| GOSHEN VALLEY ONE (1) & | : | |
| GOSHEN VALLEY TWO (II) | : | |
| CONDOMINIUM ASSOCIATION | : | |
| v. | : | |
| AMRIT LAL | : | No.: 1429 CD 2005 |
| APPELLANT | : | |
| | : | |
| GOSHEN VALLEY ONE (1) & | : | |
| GOSHEN VALLEY TWO (II) | : | |
| CONDOMINIUM ASSOCIATION | : | |
| v. | : | |
| AMRIT LAL AND RST PARTNERS | : | |
| | : | No.: 1574 CD 2005 |
| APPEAL OF: AMRIT LAL | : | |

**ORDER**

**AND NOW,** this 6th day of February, 2006 the orders of the Court of Common Pleas of Chester in the above-captioned matters are affirmed.

**BERNARD L. McGINLEY**
JUDGE

Certified from the Record
FEB. 6 - 2006 and Order Exit

## APPENDIX C

## IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA

| | | |
|---|---|---|
| GOSHEN VALLEY (I)<br>CONDOMINIUM ASSOCIATION<br>Plaintiff | : | |
| vs. | : | No.: 03-01408 |
| AMRIT LAL, et al.,<br>Defendent | : | CIVIL ACTION - LAW |
| Glenn M. Ross Esquire,<br>Attorney for Plaintiff<br>Defendant, *Pro se* | : | |

### ORDER

AND NOW, this 7th day of March, 2005, upon consideration of defendants' motion for Post-Trial Relief in plaintiff's response thereto and defendants' supplementary motion for post-trial relief and to correct plaintiff's errors and to strike an out-of-time reply and the briefs of the parties and arguments of defendant Lal, it is hereby ORDERED that the defendants' motion for post-trial relief and to strike out-of-time reply are DENIED and defendants' motion for post-trial relief is GRANTED and the judgment entered in this action of December 15, 2004, is hereby STRICKEN, without prejudice to the right of plaintiff to re-enter judgment now that the motion for post-trial relief has been denied.

_____

J.

**IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA**

| | | |
|---|---|---|
| GOSHEN VALLEY (I) CONDOMINIUM ASSOCIATION<br>Plaintiff | : | |
| vs. | : | No.: 03-01408 |
| AMRIT LAL, et al.,<br>Defendent | : | CIVIL ACTION - LAW |
| Glenn M. Ross Esquire,<br>Attorney for Plaintiff<br>Defendant, *Pro se* | : | |

FILED: 05 MAY 2005

## OPINION

Defendants have filed an appeal from our order of March 7, 2005, wherein we granted in part and denied in part defendants' motion for post-trial relief. Pursuant to Pa.R.A.P No. 1925(a), we herewith file this brief statement in the form of an opinion of the reasons for our order.

Following the filling of the appeal, plaintiffs were directed to file a concise statement of the matters complained of. To the extent that we can comprehend the matters being raised by defendants, we shall try to deal with them. TO the extent that the concise statement is too vague to allow the court to identify the issues raised on appeal, the statement is the functional equivalent of no statement at all and the issues which are not clearly raised and waived.
Commonwealth v. Seibert, 799 A.2d 54 (Pa.Super.2002); Commonwealth v. Dowling, 778 A.2d 683 (Pa.Super.2001) (When trial court has to 'guess' what issues an appellant is appealing, the

concise statement is insufficient to preserve the issues for appeal.) "[W]hen an appellant fails to address the issues pursued on appeal in a concise manner, the trial court is clear impeded in its preparation of legal analysis. In. re Estate of Daubert, 757 A.2d 962 (Pa.Super.2000)." Caln Nether Co., L.P.v. Board of Supervisors, Thornbury Township 840 A.2d 484, 490 (Pa.Cmwlth. 2004). We think that the Superior Court could easily review defendants' concise statement and find all appellate issues to have all been waived.

Nevertheless, we will attempt to respond to as many of the (9) issues set forth in defendants' concise statement as we can understand.

First and second, defendants argue that we abused our discretion in consolidating these cases for trial. "Actions pending in a county which involve common questions of law or fact may be ordered consolidated by the court or in the motion of any party. Pa. R.C.P. No. 213(a). The decision to consolidate, however, rests within the discretion of the trial court and is not a mater of right. Id". Feldman v. Lafayette Green Condominium Association,806 A.2d 497, 502 (Pa.Cmwlth 2002). The two cases here in question clearly fit within the confines of Pa.R.C.P. No. 213(a) and the defendants have demonstrated no prejudice from the trial of thsese two actions together.

Defendants urge as error our refusal to grant another continuance of trial in order to permit them to retain counsel. Defendants had more than sufficient time to retain consul had they chosen to do so. Defendants waited until the very eve of trial and their request for a further continuance was merely a ploy to avoid trial.

Defendants argue that we erred by responding in writing to the jury's written question. The record does not reflect the actions of which defendants complain, and, in any event, this alleged error was not raised by post-trial- motion and is, therefore, waived. Defendants have not

Identified what question was asked, what answer was given, whether defendants objected to the alleged written answer at the time of trial and how, if at all, such alleged error was prejudicial.

Defendants argue that we erred in failing to declare 68. P.S._3315 "unlawful and unconstitutional." This issue was not raised by defendants in their post-trial motion and is, therefore, waived.

Defendants assert that we erred by not molding the verdict but we have not suggested the manner in which it should have been molded nor the reason why it should have been molded. We are satisfied that the verdict is based upon the evidence, and, therefore, our failing to mold the verdict is no error. In addition, we were not requested to mold the verdict, nor were this issue raised in defendants' motion for post trial relief.

Defendants argue that we used "contradictory standards of treatment" for him because he is "an immigrant citizen of Asiatic-Indian-origin." Defendants offer no evidence in support of their contention that such contradictory standards have ever been applied nor were this issue ever previously raised. Defendants claim that we abused their discretion in failing to sustain their preliminary objections but offer no argument as to why the preliminary objections meritorious. Defendants also claim that we erred by ascertaining that the plaintiff had cooperated during discovery. This claim by defendants it as much a mystery to the Court as is most of defendants' statements. Again, any such claim has been waived.

Defendants claim that we erred in failing to strike the judgment that plaintiff prematurely entered against them. But we ruled in favor of defendants that issue and did strike the judgment which has been improperly entered.

Finally, defendants claim that we erred by ruling that the condominium declaration was binding upon defendants from the time they became quotable owners of the premises. Contrary

to defendants' assertion, defendants had the opportunity to object to our instruction to the jury on this issue and failed to do so. In any event, we are satisfied that the instructions were correct.

For the foregoing reasons we entered the order form which this appeal has been taken.

BY THE COURT

Date: May 1, 2005

_____

J.

**APPENDIX D**

LEXSTAT 68 PA.C.S.A. 3315

PENNSYLVANIA STATUES, ANNOTATED BY LEXISNEXIS®

*THIS DOCUMENT IS CURRENT THROUGH ACT 19 OF THE REG SESSION AND ACT 1 OF THE SP. LEGISLATIVE SESSION*
***APRIL 5, 2007 ANNOTATION SERVICE ***

PENNSYLVANIA CONSOLIDATED STATUES
TITLE 68. REAL AND PERSONAL PROPERTY
PART II REAL PROPERTY
SUBPART B. CONDOMINIUMS
CHAPTER 33. MANAGEMENT OF THE CONDOMINIUM

68 Pa. C.S. & 3315 (2006)

3315. Lien for assessments

(a) GENERAL REULE- The association has a lien on a unit for any assessment levied against that unit or fines imposed against its unit owner from the time the assessment or fine becomes due. The association's lien may be foreclosed in like manner as a mortgage on real estate. A judicial or other sale of the unit in execution of a common element lien or any other lien shall not affect the lien of mortgage thereon, except the mortgage for which the sale is being held, if the mortgage is or shall be prior to all other liens upon the same property except those liens identified in 42 Pa. C.S. # 8152 (a) (relating to judicial sale as affecting lien of mortgage) and liens for condominium assessments created under this section. Unless the declaration otherwise provides, fees, chargers, late charges, fines and interest charged pursuant to section 3302(a)(10), (11) and (12) (relating to powers of unit owners association) and reasonable costs and expenses of the association, **including legal fees,** incurred in connection with collection of any sums due the association by the unit owner or enforcement of the provisions of the declaration, bylaws, rules or regulations against the unit owner are enforceable as assessments under this section. If an assessment is payable in installments and one or more installments is not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

## APPENDIX D

### CONSTITUTIONAL AMENDMENTS

**AMENDMENT V:**
No person shell...be deprived of life, liberty, or property, without due process of law, nor shall private property be taken for public use, without just compensation.

**AMENDMENT VIII:**
Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

**AMENDMENT XIV:**
All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property, without due process of law; nor deny to any person its jurisdiction the equal protection of the laws.

No.

**IN THE**
**SUPREME COURT OF THE UNITED STATES**

OCTOBER TERM, 2007

AMRIT LAL, Ph.D.
Petitioner

vs.

GOSHEN VALLEY ONE (I) &
GOSHEN VALLEY TWO (II)
CONDOMINIUM ASSOCIATIONS,
Respondents

## PROOF OF SERVICE

Thomas R. Kellogg, Esquire, a member of the Bar of the Supreme Court of the United States, hereby certifies that on the 29th day of June, 2007, he caused to be served by United States first class mail, postage prepaid, three copies of the Petition for a Writ of Certiorari in this matter to the attorney for Respondent at the address set forth below:

Glenn M. Ross, Esq.
706 Ridge Avenue
Lafayette Hill, PA 19444
(610) 828-9454

This satisfies the requirements of Supreme Court Rule 29 (3)

Thomas R. Kellogg, Esq.
Strong Stevens & Wyant
1250 W. Germantown Pike,
Suite 300
Plymouth Meeting, PA 19462-2444